

## RELEASE AND VOLUNTARY WAIVER

In consideration of the opportunity to participate in activities related to the Everett 3on3 taking place on each of July 13 and 14, 2024 (the "3on3") at various designated locations at or near downtown Everett, Washington (each a "Location" and collectively the "Locations"), including, without limitation, participation as part of a basketball team and use of basketball and other recreational equipment provided by Eventuris, LLC, an exhibitor, sponsor, other contracted entities, and/or any designee thereof, and participating in various other public and/or private activities within the 3on3, such as contests, interactive exhibits, simulators, first aid care, and health screening, which are or will be available at the Locations in connection with the 3on3 (collectively the "Program" or "Facilities"), "Participant" (collectively an individual who is participating or intends to participate in the Program and includes, but is not limited to, a parent, legal custodian, guardian, or any other responsible person or entity of an individual who is under the legal age of authority or is unable to legally contract, and any individual who registers any other individual, whether an adult or minor), agrees that:

### **Acknowledgements and Representations**

Participant is participating on a voluntary basis and is fully aware that participation in the Program and use of the Facilities involves the potential risk of serious bodily injury, illness and Communicable Disease (as defined below), death, property damage and/or other harm which might result not only from Participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, the conditions of the premises or of any equipment provided for use, and that there may be other risks not known or reasonably foreseeable at this time. Participant accepts sole responsibility for any hazards and risks to Participant and Participant's property associated with or related to Participant's participation in the Program and for any damage or injury that Participant may cause to others.

Participant shall indemnify, release, waive and forever discharge Eventuris, LLC, each Program sponsor and promoter, all charities benefiting from the Program, and each of respective affiliate companies, parents, subsidiaries, officers, directors, employees, members, shareholders, partners, owners, tenants, agents, contractors, and volunteers (collectively, the "Released Entities"), from any and all liability related to any and all claims of damages or causes of action, including but not limited to, death, personal injury or loss or damage to property, which any Participant or Participant's conservators, guardians, representatives, heirs, next of kin or assignees ("Participant's Representatives") may have or which may hereinafter arise as a result of Participant's attendance at or participation in the Program, whether caused by the acts, omissions or negligence of the Released Entities or by any other person or entity, including but not limited to, construction, use, maintenance or operation of any Location or equipment provided for use, or any loss of collegiate or high school eligibility as a result of Participant's participation in Program. It is recommended that, before registering for the Program, a potential Participant contact his/her coach, athletic director and/or amateur athletic governing body to ensure that such eligibility would not be affected by participating in the Program.

A Participant shall have the opportunity to inspect the equipment and facilities at the Location prior to participating in the Program, and either has done so or will do so before participating. Participant hereby waives any claim with respect to the use, design or operation of the equipment or facilities that Participant may use relating to the Program.

Participant grants full permission to the Released Entities to use, without further notification, authorization or compensation to Participant or Participant's Representatives, Participant's name, image, voice and likeness, as well as any photographs, videotapes, motion pictures, recordings, or other record

of the Program (or any excerpt thereof) in any and all media, whether now known or hereafter to become known, worldwide and in perpetuity, and Participant represents and warrants that no further permission is required for the Released Entities to use any record of the Program as provided herein. Participant acknowledges that any photograph, videotape, recording or other record that is taken or created relating to the Program in any manner shall become the property of the Released Entities and may be used for future Programs, including the marketing, advertising and promotion thereof. Without limiting the generality of the foregoing, Participant expressly grants authority to the Released Entities to collect and use Participant's personal information, including name, address, telephone number, and email address, to communicate with Participant about upcoming events and special promotions.

Participant is not under any care for, or has any legal, mental, physical or health disabilities that prevents Participant from being legally bound by this Release and Voluntary Waiver.

### **COVID-19 Risks**

By attending the Event, Participant acknowledges and expressly assumes that Participant may be exposed to COVID-19 or other Communicable Disease and all risks that are in any way related to or arising from being exposed to or contracting COVID-19 or other Communicable Disease. A "Communicable Disease" includes COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof. Participant expressly understands that these risks not only include contracting COVID-19 or other Communicable Disease but the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease. Participant acknowledges and understands that any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting a Communicable Disease, including, but not limited to, COVID-19; that it cannot be guaranteed Participant will not be exposed; and that the potential exposure to or contraction of COVID-19 or other Communicable Disease are risks inherent in Participant's decision to participate in the Program and to the use of the Facilities which cannot be eliminated.

### **Registration Authority**

Participant represents and warrants that Participant has full legal authority to complete a team registration. If Participant is registering third parties, Participant represents and warrants that Participant has been duly authorized to act as agent on behalf of such parties in performing this registration. By proceeding with this registration, Participant agrees that the terms of this Release and Voluntary Waiver shall apply equally to Participant and to any third parties for whom Participant is acting as agent. Participant agrees that Participant has presented the full language of the terms of this Release and Voluntary Waiver to the third parties for whom Participant is acting as agent, and that the third parties have agreed to be bound by said terms.

Participant has full authority to execute this Release and Voluntary Waiver and is doing so with full knowledge of the facts and circumstances surrounding the Program and the rights that are being granted herein, and further acknowledges that the Released Entities are relying on Participant's representations contained herein including those in the Team and Player Application.

### **Governing Law**

Participant agrees that this Release and Voluntary Waiver, and any dispute arising from or involving it, shall be governed by and construed in accordance with the laws of the State of Washington.